

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

HICKSVILLE WATER DISTRICT

*Plaintiff,*

v.

ALSY MANUFACTURING, INC., currently doing business as EMESS MANUFACTURING, INC.; LBA PROPERTIES, INC.; GSM 270-280 LLC; ICA 270-280; SAF 270-280 LLC; FED 270-280 LLC; OSRAM SYLVANIA PRODUCTS, INC., currently doing business as OSRAM SYLVANIA, INC.; GTE CORPORATION; GTE OPERATIONS SUPPORT INCORPORATED; AIR TECHNIQUES, INC.; VISHAY GSI, INC.; GSM 290 LLC; ICA 290 LLC; SAF 290 LLC; FED 290 LLC; OERLIKON METCO (US) INC.; 325 DUFFY OWNER LLC.; and CERRO WIRE LLC,

*Defendants.*

Case No. 2:23-cv-06336-GRB-RML

FILED  
CLERK

8:58 am, May 22, 2024

U.S. DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
LONG ISLAND OFFICE

**ORDER DISMISSING DEFENDANTS AND THIRD-PARTY PLAINTIFFS  
OSRAM SYLVANIA PRODUCTS, INC., GTE CORPORATION, AND GTE  
OPERATIONS SUPPORT INCORPORATED**

This matter having come before the Court on Motion for the Dismissal of Defendants and Third-Party Plaintiffs Osram Sylvania Products, Inc., GTE Corporation, and GTE Operations Support Incorporated (collectively, the “GTE Sylvania Defendants”), following entry into a Settlement Agreement executed by Plaintiff Hicksville Water District (“Plaintiff”) and the GTE Sylvania Defendants, and any response thereto, it is hereby ordered as follows:

1. All claims asserted by Plaintiff, and (except as indicated in paragraph 5 below) any crossclaims asserted, to be asserted, or deemed asserted against the GTE Sylvania

Defendants by persons who are defendants or third-party defendants in this action, in connection with the claims asserted by Plaintiff for the alleged contamination of Plaintiff's water supply wells, are hereby dismissed with prejudice.

2. The third-party claims asserted by the GTE Sylvania Defendants are hereby dismissed with prejudice.
3. The GTE Sylvania Defendants shall have no right of contribution from other defendants for any payments made to Plaintiff as part of the settlement.
4. The GTE Sylvania Defendants are dismissed from this lawsuit.
5. Defendant Air Techniques' rights and claims, if any, arising from certain written indemnity agreements and other written agreements and stipulations (the "Indemnification Agreements") with the GTE Sylvania Defendants are specifically reserved and preserved by Air Techniques and nothing herein shall limit or foreclose Air Techniques from seeking indemnity and other remedies from the GTE Defendants under the Indemnification Agreements.

STIPULATED AND AGREED BY:

s/ Robert Gitelman  
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Attorneys for the GTE Sylvania Defendants

SO ORDERED: Dated: 5/22/2024

/s/ *Gary R. Brown*

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GARY R. BROWN  
United States District Judge